

# Los Alamos

NATIONAL LABORATORY

***Business Operations Division***

BUS-5, Procurement

P.O. Box 1663, M/S P222

Los Alamos, NM 87545

(505) 667-6139; FAX (505) 665-7809

[DATE]

TO: PROSPECTIVE OFFERORS

**SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. H9172RFP9-31/PROFESSIONAL, TECHNICAL, AND GENERAL SUPPORT CONTRACT LABOR SERVICES**

The University of California, operating the Los Alamos National Laboratory (LANL) under prime contract to the U.S Department of Energy (DOE), is requesting interested and qualified firms to submit offers in response to the subject RFP. For planning purposes, all recipients of this RFP are requested to advise, in writing, by close of business **TBD**, whether they intend to submit an offer.

This letter provides only an executive summary of the salient elements of the RFP; it is not an integral part of the RFP. In the event of any conflict between this letter and the RFP, the RFP data will prevail. Offerors are cautioned to carefully examine the entire RFP and the requirements contained therein.

It is anticipated that a labor hour (Indefinite Quantity) subcontract will be negotiated, or whichever subcontract type the University determines to be most appropriate.

The Subcontract will be for a basic period of five (5) years. The effective date of the subcontract is currently scheduled for May 1, 2001. If required, there will be a 30-day phase-in period beginning April 1, 2001, between successor and predecessor subcontractors. The phase-in portion of the work will be negotiated with the successful Offeror on a fixed-price or cost-reimbursement (no fee) basis.

**Part A** - General Instructions, Conditions, and Notices to Offeror is provided as general information which describes specific requirements for proposal submittal.

**Part B** - Representation, Certifications, and other Statements of the Offeror must be completed and returned with your proposals.

**Part C** - Proposal Preparation Instructions are provided; your offer must be submitted in accordance with these instructions. It is the University's policy to discourage unnecessarily elaborate proposals. Proposals should be prepared in a concise manner, consistent with Part C, to ensure that the resources of both the Offeror and the University are efficiently utilized. This RFP does not commit the University to pay any cost for the preparation and submission of proposals.

**Part D** - This document consists of the Proposal Evaluation and Source Selection Criteria which will be used to evaluate all qualified proposals.

1. Proposals are due no later than 4:00 P.M. (local prevailing time) on **TBD**. Information regarding the place designated for the receipt of proposals is set forth in Part A of the RFP.

Enclosures: Part A – General Instructions, Conditions, and Notices to Offeror  
Part B – Representations, Certifications, and Other Statements of the Offeror  
Part C – Proposal Preparation Instructions  
Part D – Proposal Evaluation and Source Selection Criteria  
Part E – Model Subcontract w/Enclosures

## PART A

### GENERAL INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFEROR

#### 1. General Information

The University of California is under contract (Prime Contract) to the U.S. Government, represented by the Department of Energy (DOE) for performance of certain research and development work at Los Alamos National Laboratory.

Any subcontract entered into as a result of this Request for Proposal (RFP) will be made between the Regents of the University of California, a constitutional corporation and instrumentality of the State of California (University), and the successful Offeror (Subcontractor).

References contained throughout the RFP to "Los Alamos," the "Laboratory," the "University," the "Government," "Los Alamos National Laboratory," or "LANL," shall mean the "University of California." References made to "Seller," "Offeror," "Contractor," or "Proposer," will mean "Subcontractor."

This is a competition for labor services currently being furnished to the University by three (3) subcontractors.

#### 2. Pre-proposal Questions and Answers

A pre-proposal conference will **not** be held after the final solicitation has been issued. Offerors shall submit all questions, in writing, to the Contract Administrator no later than **TBD**. Oral questions will not be accepted. Questions and answers will be provided in writing to all prospective Offerors. If the Contract Administrator anticipates that answers to questions may delay proposal preparation, the proposal due date will be extended by an amendment to the RFP.

Submit your written questions to:

Los Alamos National Laboratory  
Attention: Julie Allen  
P.O. Box 1663, Mail Stop P222  
Reference: H9172RFP9-31  
Los Alamos, NM 87545  
Phone Number: (505)667-6139  
Fax Number: (505) 665-6202  
Email: juliea@lanl.gov

#### 3. Subcontract Type

Labor hour type subcontracts for indefinite quantity services are contemplated.

Combined expenditures under the existing three (3) subcontracts have been approximately \$60 million per year. Past expenditures are not necessarily indicative of future expenditures. Under the new subcontracts the University anticipates establishing ceilings for each subcontract in accordance with demand for personnel services, availability of funds, and the relative success of the subcontractor in fulfilling University labor requirements. Therefore, the ceiling amounts may vary among the selected subcontracts. The University makes no commitments beyond the 300 hours set forth in each subcontract

4. Subcontract Term

A five-year term for each subcontract issued is anticipated.

5. Basis for Award

The University intends to select Subcontractors whose offers are determined to represent the overall "best-value" to the University, based on the evaluation and source selection criteria addressed in Part D of this solicitation.

Under this competitive procurement, the University anticipates making multiple awards each of which will be written for a five (5) year period of performance. The combined total estimated value for all subcontracts shall not exceed \$352 million for the five-year period.

One (1) of the subcontracts contemplated is set aside for award to a small business. The other subcontracts will be made through unrestricted competition and may be awarded to either large or small businesses.

6. Time, Date, and Place Proposal is Due

- A. If the proposal is shipped by express courier (Federal Express, Emery, etc.) it must be addressed to and received at the following address:

Los Alamos National Laboratory  
Attention: Julie Allen, BUS 5/3 Mail Stop P222  
Reference: H9172RFP9-31  
Receiving Department, Bldg. SM-30  
Bikini Atoll Road  
Los Alamos, New Mexico 87545

By no later than 4:00 p.m. local prevailing time on \_\_\_\_\_.

- B. If the proposal is shipped through the U.S. Postal Service, it must be addressed to and received at the following address:

Los Alamos National Laboratory  
Attention: Julie Allen, BUS 5/3, Mail Stop P222  
Reference: H9172RFP9-31  
P.O. Box 1663  
Los Alamos, New Mexico 87545

By no later than 4:00 p.m. local prevailing time on \_\_\_\_\_.

- C. Hand-carried proposals may be delivered to Ms. Joyce Sullivan at Building 261, Room 30 in Technical Area 3 at the Laboratory no later than 4:00 p.m. local prevailing time on \_\_\_\_\_. (Otowi Building 261, West Jemez Rd. and Casa Grande Drive)

7. Late Proposals, Modifications of Proposals, and Withdrawal of Proposals

- A. Any proposal received at the office designated on the previous page after the exact time specified for receipt, will not be considered unless it is received before award is made, and

- 1) it was sent by registered or certified mail no later than the fifth calendar day prior to the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20<sup>th</sup> of the month must have been mailed by the 15<sup>th</sup> or earlier);
  - 2) it was sent by mail (telegraphic or FAXed proposals are not authorized), and it is determined by the University that the late receipt was due solely to mishandling by the University after receipt;
  - 3) it was sent by Express Mail not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals; or
  - 4) it is the only proposal received.
- B. Any modification of a proposal, except a modification resulting from the University's request for Best and Final Offer (BAFO), is subject to the same conditions as in 7.A.1. and 7.A.2. above.
- C. A modification resulting from the University's request for BAFO received after the time and date specified in the request will not be considered unless received before award and because the late receipt is due solely to mishandling by the University after receipt at the University.
- D. A late modification of the successful proposal that makes its terms more favorable to the University will be considered at any time it is received and may be accepted.
- E. Proposals may be withdrawn from consideration by written notice from the Offeror if received at any time prior to award. Proposals withdrawn from consideration will not be returned to the Offeror, but shall be destroyed by the University.

8. Proposal Acceptance Period

Offerors are required to allow a period of not less than 180 calendar days for acceptance of proposals by the Laboratory.

9. Treatment of Proposal Data

A. Business and Financial Data

- 1) The University will use business and financial data included in proposals for evaluation purposes only. This policy does not require that the Offeror's proposal data bear the notice as specified in Paragraph 1.A. of Part C.
- 2) Where it is the practice of an Offeror to treat certain business and financial data as a trade secret and where such data is protectable as a trade secret under law, the Offeror may apply the "Notice" referenced in Paragraph B below and set forth in Paragraph 1.A. of Part C of this solicitation to those portions to be maintained as a trade secret.
- 3) Business and financial data submitted to the University in a proposal will be protected to the extent permitted under the law, either as a properly noticed trade secret or as business or financial information received from a person as confidential or privileged.

- 4) For the purpose of this solicitation the Offeror agrees that those University or Department of Energy officials who are required to review and approve a final award of this subcontract are authorized to receive such information.

B. Technical Data

- 1) The University will use the technical data contained in any proposal submitted in response to this RFP for evaluation purposes only. Where any such technical data constitutes trade secret under the law and where the Offeror desires to maintain trade secret rights in such technical data, the "Notice" referred to in Part C, Proposal Preparation Instructions, must be affixed to the cover sheet of the proposal specifying the pages of the proposal that contain trade secrets to be restricted in accordance with the conditions of the "Notice."
- 2) Thereafter, it is the University's policy to protect such noticed technical data as a trade secret. The University assumes no liability for use or disclosure of any proposal technical data to which the "Notice" has not been applied.

10. Disposition of Proposals

Proposals or portions thereof will not be returned. All proposals not otherwise retained by the University for official purposes shall be destroyed, including proposals withdrawn from consideration (see Paragraph 7.E. entitled "Late Proposals, Modifications of Proposals, and Withdrawal of Proposals.")

11. Amendment of the Solicitations

The only method by which any term of the RFP may be modified is by an express, formal amendment to the solicitation generated by the Contract Administrator. No other communication or subsequent discussion, whether oral or written, will modify or supersede the terms of this RFP. Receipt by an Offeror of an amendment to the solicitation must be acknowledged using the form entitled "Offer" set forth as Attachment 1 under Part C of this solicitation and included in the Technical Proposal (Volume I).

12. Availability of Funds

Funds are not presently available for this procurement. The Laboratory award of the subcontract is contingent upon the availability of appropriated funds from which payment for the subcontract can be made.

13. Contract Administrator Authority

The Contract Administrator is the only official who can legally commit the Laboratory to the expenditure of funds concerning this proposed procurement. For this solicitation, the Contract Administrator is Julie Allen.

14. Small Business Size Standards

- A. The Standard Industrial Classification for the services listed in this solicitation is SIC Code 8999 under Miscellaneous Service, Major Group 89 (Reference FAR 19.102)

- B. For this solicitation, the average annual receipts of the concern and its affiliates for the preceding three fiscal years must not exceed \$5.0 million for an Offeror to be classified as a small business concern under the applicable business standard.

15. Contract Agencies Representation

To facilitate cost/price analysis, audit or other surveys that may be required and upon request by the Contract Administrator, the Offeror agrees to make a copy of the proposal or bid furnished to the University available to Subcontract Audit Representative of the University or, at the option of the University, to the Defense Contract Audit Agency Services Region (DCASR), Defense Contract Audit Agency (DCAA), or other Government audit agencies.

16. New Mexico Gross Receipts Tax (NMGRT)

NMGRT is applicable to any resulting subcontract (See clause B17 on Form 7500 Provisions dated July 2000).

17. Requirement For Certificate of Current Cost or Pricing Data

Before award of any subcontract resulting from this solicitation, the successful Offeror shall submit to the Contract Administrator a Form 1505, Certificate of Current Cost or Pricing Data, as shown in Part B of this solicitation, in support of the cost or pricing data submitted or identified in the proposal. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the Offeror and the Government that are part of the proposal.

18. Protests

Please note that the General Accounting Office (GAO) and the Department of Energy will no longer accept or rule on protests from Offerors/Proposers/Subcontractors. Los Alamos National Laboratory, as an M&O contractor, is, therefore, not subject to protest actions by its Offerors/Proposers/Subcontractors. Los Alamos has implemented a process to address Proposers' concerns regarding contract solicitation or award.

19. Requirement for Organizational Conflicts of Interests (OCI) Disclosure

Before award of any subcontract resulting from this solicitation, the successful Offeror shall submit to the Contract Administrator all requirements of the OCI Disclosure.

**PART B**

**REPRESENTATION, CERTIFICATIONS, AND OTHER STATEMENTS OF THE OFFEROR**

Offerors must check or complete the following applicable forms and statements, and submit them with their proposal. Part C of this RFP instructs Offerors regarding the location, within the proposal, where the information is to be provided. These forms are available on-line at the following URL address:

<http://bus.lanl.gov/bus5/forms/default.htm>

Form No.

Description of Document

**GENERAL FORMS:**

- |    |                        |   |  |
|----|------------------------|---|--|
| 1. | Form 2002 (5/98)       | - | Representations and Certifications   |
| 2. | Form 2002a (5/98)      | - | Additional Representations and Certifications  |
| 3. | Form 826 (5/98) *      | - | Small Business and Small Disadvantaged Business Subcontracting Certification               |
| 4. | Form 993 (Rev. 5/99) * | - | Small Small Business, Women-Owned Business, and Disadvantaged Business Subcontracting Plan |
| 5. | Form 3001 (5/98) *     | - | Cost Accounting Standards Notices and Certification  |
| 6. | Form 1505 (6/99)       | - | Certificate of Current Cost or Pricing Data.   |

**FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE (FOCI):**

- |     |                  |   |  |
|-----|------------------|---|--|
| 7.  | Form 405a (5/98) | - | Foreign Ownership, Control, or Influence (FOCI) Cover Sheet                    |
| 8.  | Form 405b (5/98) | - | FOCI, Part I (Data Sheet) and Part II (Checklist)                              |
| 9.  | Form 405c (5/98) | - | FOCI Representations and Certifications  |
| 10. | Form 405d (5/98) | - | Instructions for Completion of the Certificate Pertaining to Foreign Interests |
| 11. | Form 405e (5/98) | - | U.S. Department of Energy List of Sensitive Countries                          |
| 12. | Form 405f (5/98) | - | Owners, Officers, Directors, and Executive Personnel                           |
| 13. | Form 405g (5/98) | - | Representative of Foreign Interest (RFI) Statement                             |
| 14. | Form 405i (5/98) | - | FOCI Shareholders  |

\* Not applicable to Small Businesses. "Small Business" as defined by the Small Business Administration.



## PART C

### PROPOSAL PREPARATION INSTRUCTIONS

1. Responses to the Request for Proposal shall be submitted in two separate volumes, technical and cost. Proposals shall be neat, clearly and concisely written, indexed (cross indexed as appropriate), and conform to the instructions set forth in this Part C. All pages of each volume (technical and cost) shall be appropriately numbered. Telegraphic or facsimile (FAX) proposals are not authorized and will not be accepted. Additionally, unnecessarily elaborate proposal brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the Offeror's lack of cost consciousness. Elaborate proposal artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

IT IS VERY IMPORTANT THAT THE OFFEROR'S PROPOSAL FOLLOW THE ORDER LISTED IN PARAGRAPH 2. B. (PAGE 2) AND 3. B. (PAGE 3), USING THE SAME HEADINGS IN ITS RESPONSE IN VOLUME I AND VOLUME II. FAILURE TO DO SO MAY RESULT IN THE PROPOSAL BEING EVALUATED AS "NONRESPONSIVE."

**Notice: The technical portion of the proposal (Volume I) shall not exceed forty (40) pages. The cost portion (Volume II) shall not exceed ten (10) pages.** (Form 2002 and 2002a {Representations and Certifications} will not be counted towards the ten {10} page maximum of the cost portion of the proposal.) Pages shall be 8-1/2 by 11 inches. Typewritten material shall not be smaller than twelve-pitch type with line spacing of six lines per inch, single-spaced. All pages shall have a one (1) inch margin on top, bottom, left and right. When both sides of a sheet contain material, the sheet will be considered two pages. Fold-out pages for drawings and other illustrations are permissible. Fold-outs shall not exceed 11 by 17 inches and they will be counted as two pages.

Resumes of local office key personnel shall be included as part of the technical proposal and shall conform to the above format. The resumes will not be counted towards the forty (40) page maximum on the technical portion of the proposal.

Offerors must submit an original and six (6) "hard copies" of both the technical proposal (Volume I) and cost proposal (Volume II). In addition, one copy of both the technical and cost proposal shall be provided on diskette Microsoft Word 97 or latest version. All copies must be visibly marked as proposal material.

If the Offeror wishes to protect from disclosure any trade secrets or privileged or confidential commercial or financial information incorporated in its proposal, the Offeror must do the following:

- A. Mark the cover sheet with the following notice:

#### Notice

"This proposal or quotation includes data that shall not be disclosed outside the University or Government and shall not be duplicated, used or disclosed—in whole or in part—for any purpose other than to evaluate this proposal or quotation. If, however, a subcontract is awarded to this Offeror or Quoter as a result of, or in connection with, the submission of this data, the University and the Government shall have the right to duplicate, use or disclose the data to the extent provided in the resulting subcontract. This restriction does not limit the University's or Government's right to use information contained in this data if it is obtained from another source

without restriction. The data subject to this restriction are contained in sheets (insert number or other identification of sheets);” and

B. Mark each sheet of data to be restricted with the following notice:

“Use disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.”

2. Technical Proposal (Volume I)

A. General

The technical proposal consists of the actual offer to enter into a subcontract to perform the work; response to qualification criteria; response to Proposal Evaluation and Source Selection Criteria; and exceptions and deviations taken to any provision of the RFP. This volume shall not be used to present data or information that should be properly presented in the cost proposal (Volume II).

B. Format and Content

The Offeror shall use indexing to identify all areas, appendices, sections, and topics; and clearly identify all forms, tables, or exhibits in a table of contents. All proposal pages, including forms, shall be numbered. The narrative presented in the proposal must be organized to parallel the proposal requirements stated above in Paragraph 2.A above.

Volume I shall include the following in the order listed:

1. Completed Attachment 1 entitled “OFFER” of this Part C.
2. Offeror’s response to Proposal Evaluation and Source Selection Criteria (Part D.)
3. Any exceptions or deviations taken or conditional assumptions made concerning solicitation provisions, Offeror representations, certifications, the requirements of this part, the proposed subcontract, or any other element or requirement of this RFP.

Note: Any exceptions taken must contain sufficient amplification and justification to permit evaluation. If references are to be relied upon to support the exception, provide a copy of the reference source document, or, as a minimum, a copy of the citation. Ensure that you include the name and date of issuance of the source document. If your comment addresses a proposed provision change, enhancement, or deletion, include discussion of how such a modification would be in the University’s best interest. Such exceptions will not, of themselves, automatically cause your proposal to be determined unacceptable.

3. Cost Proposal (Volume II)

A. General

The cost proposal consists of the Offeror’s proposed indirect rates, proposed fee, the executed representations and certifications, and any other pertinent cost information. The cost proposal will be evaluated to determine such matters as the reasonableness of the indirect rates and fee for furnishing professional and technical contract labor personnel and the probable cost to the University.

## B. Format and Content

The Offeror shall use indexing to identify all areas, appendices, sections and topics; and clearly identify all forms, tables, or exhibits in a table of contents. All proposal pages, including forms, shall be numbered. The narrative presented in the proposal must be organized to parallel the proposal requirements stated above in Paragraph 3.A.

Volume II shall include the following in the order listed:

1. Proposed Indirect Rates and Fee: Complete all of the administrative information blocks on Form 620, Attachment 2 of this Part C, and sign the form. However, because of the nature of the cost information that is required (indirect rates and fee only), Item #6 - Cost Elements does not need to be completed. The indirect costs, expressed as a percentage of direct labor, (straight time and over time), are the proposed rates for Paragraphs A.5. and A.6. of VIII.- CONSIDERATION of SPECIAL PROVISIONS of PART E- Model Subcontract of this RFP. The fee amount per hour is the proposed amount for Paragraph A.7. under the VIII. - CONSIDERATION provision.
2. Representations and Certifications: Part B of this document sets forth the required representations and certifications, which the Offeror must execute to be eligible for selection.

These required representations, certifications, and other statements of the Offeror should be submitted in this volume, except for Form 1505 – Certificate of Current Cost or Pricing Data. This form should be retained. It will be required from successful Offerors upon completion of negotiations.

3. Other Information
  - a. Offeror's financial reports for its latest three (3) fiscal years.
  - b. Name and address of Offeror's corporate affiliates of offices from which any resulting subcontract would be managed.
  - c. Name and address of the Offeror's official who should be contacted in the event that the U.S. Department of Labor elects to perform an audit of the Offeror's Equal Employment Opportunity (EEO) compliance.
  - d. The name, address, contact, and telephone number of the Offeror's cognizant government agency, if this information exists.
  - e. Offeror's current Dun and Bradstreet payment analysis report (PAR), if this information exists.
  - f. Information regarding most recent filing by Offeror of an Information Report, SF-100, including the name and address of the government office at which such report was filed, and by whom any resulting EEO audit has been performed, if this information exists.

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## OFFER

(Must Be Fully Completed by Offeror)

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The undersigned agrees, if this offer is accepted within 180 calendar days from the date of receipt of offers specified elsewhere in this solicitation to furnish the services specified in PART D of this solicitation at the prices set forth in Volume II. The rights and obligations of the solicitation provisions and such documents, provisions, representations, certifications, and requirements as are attached, negotiated or incorporated by reference therein.

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## ACKNOWLEDGEMENT OF AMENDMENTS

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The offeror acknowledges receipt of amendment(s) to the solicitation for offers and related documents numbered and dated:

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Amendment Number(s)

Date

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**Offeror's Name and Address**

(Type or Print)

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Name and Title of Person Authorized  
To Sign Offer (Type or Print)

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Signature

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Offer Date

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## **PART D**

### **PROPOSAL EVALUATION AND SOURCE SELECTION CRITERIA**

#### **1. INTRODUCTION**

The evaluation of proposals will be conducted by a Source Selection Committee (SSC), which will make its recommendation to a Source Selection Authority (SSA). The evaluation of proposals and the selection of sources for subcontract award will be in accordance with the criteria set forth in this section. Evaluation and selection will be based on offers which show the greatest likelihood for achievement of the program objectives stated in the Model Subcontract, Scope of Work.

#### **2. BASIS FOR AWARD**

Qualifying proposals will be evaluated in the areas of technical capabilities and reasonableness of price. Selection for award will be made to the Offeror(s) whose proposal(s) present(s) the greatest value to the University; technical criteria shall be weighted slightly more than price. The technical factors are listed in descending order of importance. Price is defined as the total indirect rate plus profit.

#### **3. EVALUATION CRITERIA**

##### **A. Technical**

- 1) Offeror's Operations and Support Functions. Provide details explaining how your firm administers the following systems.

- a. **Recruiting**. Describe how you have handled recruiting on a national level to provide applicant pools to meet the staffing needs of institutions such as the Laboratory. Explain the following:

- 1) What creative ideas have you implemented for recruiting talent in hot skills categories, such as computer information science?
- 2) Describe any affirmative action initiatives that your company has implemented.
- 3) How would you propose to increase the diversity of the applicant pool for Los Alamos positions?
- 4) Describe in detail your specific process to recruit candidates for the following University job request and provide a resume of an actual candidate:

### **COMPUTER TECHNICIAN III**

#### **Description**

Lead the efforts in the Network, Communications, and Computer Support team to provide hardware, software, network, communications, and security support for extensive local area networks of MAC workstations and personal computers. Ensure that computers are properly configured for hardware, software, and peripherals. Consult with users and independently analyze user problems; actively participate in research/solutions pertaining to computing and networking needs; support hardware, system software, and application software and operating system installations, upgrades, enhancements, and modifications; plan, install, and maintain assigned systems. Provide innovative, thorough and systematic solutions to a wide range of problems concerning these systems.

## Qualifications

**REQUIRED SKAs:** Extensive knowledge and skills in system administration with networked Windows 95, Windows NT Server and workstations for Macintosh and/or IBM systems. Demonstrated experience installing and troubleshooting workstation hardware and software. Demonstrated experience installing and troubleshooting fiber optic, coax, CAT-5, and modem communication lines, Ethernet and Fast Ethernet. Demonstrated knowledge of bridges, routers, hubs, and LAN and WAN infrastructures. Demonstrated customer focus and user-consulting experience. Demonstrated ability to work both independently and as a team member. Demonstrated ability to work well under frequent interruptions and changing priorities while maintaining progress on assigned tasks. Demonstrated effective oral and written communication skills. Active or reinstatable L or Q clearance.

**DESIRED SKAs:** Demonstrated experience managing Windows NT Servers and Domains. Demonstrated ability managing WINS and IP service on local area networks.

Demonstrated knowledge of help desk software such as the Remedy Action Request

System. Demonstrated knowledge of Laboratory computer security policies and procedures.

### ***Education***

Associates degree in Computer Science or relevant technical field, or equivalent combination of education and experience.

- b. **Attracting and Retaining Employees.** Attracting the best caliber employee is important to the Laboratory. Please address the following:
  - 1) What is it about your firm that would make employees want to choose your company over a competing firm?
  - 2) What creative methods do you use to ensure that your rewards and retention strategies are cost-effective?
- c. **Benefits.** Please address the following:
  - 1) Describe the approach you will take towards providing the core insurance requirements specified in the Model Subcontract (Part E-Appendix I-Subparagraph AA. ).
  - 2) What additional benefits would you offer?
  - 3) What creative methods have you used to keep costs of employee benefits down for you, the employer, as well as for the worker?
- d. **Payroll.** Please describe the type of payroll system that you have in place. Specifically explain how you administer the following:
  - 1) Regular payroll requirements
  - 2) Late payroll requirements
  - 3) Amended payroll requirements

- 4) Payroll on an early schedule (such as during holiday weeks)
  - 5) Payroll for contract workers if attendance reports could not be provided by the University(i.e. in a shut-down period)
  - 6) Direct deposit program
  - 7) Emergency situations where you would need to advance payroll to someone who did not submit attendance
- e. **Cash Flow.** Payroll costs are significant in this kind or subcontract. Explain the following:
- 1) How would you meet payroll costs at contract startup?
  - 2) How have you met payroll costs on an ongoing basis with your current contracts?
- f. **Resource Availability.** Please describe the resources such as human resources (HR), diversity, and legal support that are available to assist you in effectively and quickly responding to issues such as sexual harassment, Environmental Safety and Health (ESH) issues, security, etc.
- g. **Orientation Programs/Information.** Please describe the new hire orientation programs and information packets provided by your company.
- 2) Offeror's Experience and Past Performance
- a. Provide a complete list of all clients for the past three (3) years for which Offeror has provided comparable professional and technical contract labor support services.
  - b. Select three (3) of the above client projects, which the Offeror considers the most comparable to this proposed subcontract effort, and provide the following information for each of the three:
    - 1) Contract Number or Identifier
    - 2) Name of Client or Agency
    - 3) Address of Offeror's Operations Office managing the contract
    - 4) Contract Type (Fixed Price, Cost Reimbursement, etc)
    - 5) Period of Performance
    - 6) Summary of Job Classifications and Number of personnel in each class
    - 7) Client's Administrative and Technical Points of Contact (Name, Title, Address, and Telephone Number)
    - 8) Brief summary of contract requirements, including security clearance requirements
    - 9) Volume of activity and your success rate in filling requests for a client comparable to the University in this proposed subcontract.
    - 10) Type of contract (sole source or competitive with other vendors)
- 3) Offeror's Management Organization
- a. Furnish a proposed organization chart, showing specific authorities and responsibilities pertinent to the proposed subcontract.
  - b. Provide a position description, including qualification criteria, for each key person proposed for assignment to the subcontract.

c. Provide a resume for each person proposed for a key personnel position.

4) Northern New Mexico Economic Development

- a. Offerors shall provide information that describes their proposed initiatives or commitments to support economic development in Northern New Mexico (NNM). Provide the following information:
- 1) The criteria used in selecting the proposed initiatives and/or commitments of the Offeror's proposed economic development program.
  - 2) The resources that will be committed to the program including how you plan to meet or exceed the proposed initiatives and/or commitments.
  - 3) The research and findings that indicate that the selected initiatives and/or commitments will have the desired effects including the expected impact on the economy, community and/or region.
  - 4) The methods that will be used to measure success.
  - 5) The experience in developing and executing the same or similar types of programs.

A. Price

- 1) The University will establish the ceiling amount at the time of award for subcontracts resulting from this solicitation. Price proposals will be evaluated on the basis of the competitiveness of the proposed straight time and overtime indirect rates (which may include Overhead, Fringe, and G & A) and profit per hour, over the five (5) year term, including escalation factors. The lowest overall indirect rate and profit will be awarded the highest points; others will be evaluated against that rate. Unrealistically high or low indirect rates and profit may be viewed as an indication of an Offeror's failure to understand the requirements of the solicitation. The reasonableness and competitiveness of the proposed rates will be considered in the determination of the competitive range and in source selection.



**PART E**

**MODEL SUBCONTRACT**

**PROFESSIONAL, TECHNICAL AND GENERAL SUPPORT CONTRACT LABOR  
SUPPORT SERVICES**

SUBCONTRACT NUMBER \_\_\_\_\_

BETWEEN

UNIVERSITY OF CALIFORNIA  
LOS ALAMOS NATIONAL LABORATORY

AND

\_\_\_\_\_

In accepting this subcontract, the Subcontractor agrees to perform the subcontract work in accordance with the terms and conditions contained herein. No other terms and conditions shall be binding upon the parties, unless accepted by them in writing. The parties hereby accept, incorporate into, and make a part of this subcontract SPECIAL PROVISIONS, GENERAL PROVISIONS, and OTHER DOCUMENTS.

FOR THE  
SUBCONTRACTOR

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

FOR THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

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## **SPECIAL PROVISIONS**

### **I. INTRODUCTION**

This subcontract, effective \_\_\_\_\_, is hereby made and entered into by and between the Regents of the University of California, a California Corporation hereinafter called the "University" and \_\_\_\_\_, hereinafter called the "Subcontractor", whose principal offices are located at \_\_\_\_\_.

The University has entered into Contract No. W-7405-ENG-36 as modified (hereinafter called the "Prime Contract") with the U.S. Government (hereinafter called the "Government") represented by the Department of Energy (hereinafter called the "DOE") for performance of certain research and development work at the Los Alamos National Laboratory. This subcontract is entered into in furtherance of the performance of the work provided for in the Prime Contract.

Some of the requirements herein for University approval are imposed by the Prime Contract, Statute, or Governmental regulation. The Subcontractor recognizes that failure to obtain approvals may jeopardize its right to payment hereunder. All requests for University approval shall be directed to the person designated elsewhere in this subcontract as the Contract Administrator. This subcontract is not a requirements contract. The University expressly reserves the right to obtain similar services from other Subcontractors.

### **II. SCOPE OF WORK**

- A. The Subcontractor agrees to supply the University, when and if ordered, an indefinite-quantity of labor hours of service during the performance of this subcontract. The University will authorize a minimum of at least 300 hours of service during the performance of this subcontract. The University shall not be liable for payment for any work unless such work is authorized in writing by a University representative (Technical Monitor) identified in Paragraph A of XIX. – ADMINISTRATIVE DATA.
- B. As determined and directed by the University, the Subcontractor shall furnish its employees to perform professional, technical and general support contract labor support services for the University at the Los Alamos National Laboratory. These Subcontractor employees will be referred to herein as "contract workers." Persons submitted by the Subcontractor for consideration by the University as contract workers will be referred to herein as "candidates." The University contemplates (for varying periods of time) the need for contract workers of the classifications and with the qualifications specified in OTHER DOCUMENTS-APPENDIX II, Enclosure 2, and/or other specific University requests for resumes.
- C. Unless otherwise directed by the Technical Monitor, all services shall be rendered at Los Alamos. The work-day and normal work week shall be the same as that of the University using group for which work is performed.
- D. The process of satisfying University requirements hereunder is as follows:
  - 1. The University has entered into other subcontracts under which the professional and technical support services described above may be provided.

The Subcontractor will compete with other Subcontractors to furnish contract workers. The number of contract workers furnished and labor hours worked under this subcontract will be dependent upon the relative quality of Subcontractor performance (Subcontractor's ability to

find, recruit and retain qualified contract workers) as well as the ability to provide adequate operations and support. As specific needs arise, University requirements for specific qualifications desired will be communicated to the Subcontractors identified on all such applicable subcontracts by a University Technical Monitor assigned to the Laboratory using group and/or Subcontractor.

The designated University Technical Monitors will use the telephone, e-mail or other agreed upon processing to communicate requests for contract workers. Some requests will require active recruiting, and these will be designated as "recruiting requests."

Requests for contract workers may be placed via telephone, but must subsequently (within two (2) working days) be confirmed by fax by the assigned Technical Monitor.

Requests shall be designated as "exempt" or "nonexempt" in accordance with FLSA definitions at the time the request is communicated to the subcontractor.

2. The Subcontractor shall submit resumes of ALL qualified, available, and interested candidates to the assigned Technical Monitor via facsimile machine or via some other mutually acceptable means within the time frame established by the Technical Monitor.
3. The University reserves the right to review the qualifications of all candidates proposed by the Subcontractor. The University may disqualify any candidate from consideration.
4. Each Subcontractor resume must be accompanied by the University furnished cover letter set forth as Enclosure 3 of APPENDIX II – OTHER DOCUMENTS.
5. The Subcontractor shall propose a base salary rate for a candidate to the assigned Technical Monitor. The assigned Technical Monitor will evaluate the rate against salary guidelines based on current market data and internal University salary data. Proposed salary rates that exceed these guidelines, but are deemed acceptable to the University using group, will be resolved between the using Division Leader and the Los Alamos National Laboratory Director of Human Resources or his/her designee.
6. When the University designates a position as a "hot skill" area, the Subcontractor may propose a recruitment incentive that is billable to the University. The assigned Technical Monitor will coordinate and approve the proposed recruitment incentive.
7. Upon review of the resumes submitted and after completion of any desired interviews, the Laboratory using group will indicate its choice from the candidates submitted. The University may reject all applicants, request additional resumes, or withdraw the request.
8. The assigned Technical Monitor will advise the Subcontractor of the acceptance or rejection of each of the Subcontractor's proposed candidates and of the discontinuance of requirements as soon as reasonably possible.
9. The Subcontractor shall provide a Los Alamos new-hire orientation program to all new hires within one week of reporting to their designated assignment. Material to be covered in the Los Alamos new hire orientation will be negotiated between the University and the Subcontractor.

In addition, the Subcontractor shall ensure contract workers have executed all required University forms within one week of reporting to their designated assignment. The

University will provide the required forms to the Subcontractor. The forms are subject to change throughout the term of the subcontract. The Subcontractor will keep all required forms on file in the contract worker's file. At the termination of this subcontract, contract worker files with Los Alamos required information shall be passed on to the follow-on Subcontractors.

10. The University provides regular, amended, and/or late attendance reports approved by the University requestor to the Subcontractor on a weekly basis. These reports are used by the Subcontractor as the source document for creating payroll for its employees. Payroll that is generated by the Subcontractor without University approval through this process may not be subject to invoicing or payment by the University
11. Before a contract worker may begin work at any assignment at the Laboratory, the Subcontractor and contract worker shall enter into a written employment agreement that includes:
  - a. an acknowledgment and agreement that the contract worker's assignment to work at LANL is at the pleasure of the University, and that the University may at any time, in its sole discretion and with or without cause, terminate the contract worker's assignment at LANL;
  - b. an acknowledgment and agreement that the Subcontractor is the contract worker's employer and is solely responsible for all employer-employee relationship matters, including, but not limited to compensation for work performed, insurance coverage, fringe benefits, bonus performance awards, relocation expenses, living expenses, tax withholding, and all equal employment opportunity and affirmative action requirements;
  - c. a specific waiver by the contract worker of any claim for benefits under (i) the University of California Retirement Program, and (ii) any other retirement plan, savings plan, disability plan, life insurance plan, medical insurance plan, dental insurance plan, vision service plan, legal insurance plan or other welfare benefit plan offered to regular employees of the University;
  - d. an agreement by the contract worker to comply with all policies and procedures of the University and the Department of Energy that apply to regular University employees performing job duties similar to those of the contract worker, as they currently exist and as they may be revised from time to time;
  - e. a copy of the Laboratory's harassment policy and an acknowledgment and agreement by the contract worker to comply with the policy as it currently exists and as it may be amended from time to time;
  - f. a provision that the agreement will be governed by the law of the State of New Mexico; and
  - g. a provision that if any part of the agreement is determined to be void, it is the intent of the parties that the agreement be enforced to the extent permitted by law.

The Subcontractor shall submit a copy of the fully executed agreement to the University Technical Monitor before a contract worker may begin any work at the laboratory

12. The Subcontractor shall implement a written policy prohibiting sexual harassment and all other unlawful forms of harassment or retaliation by contract workers. This policy shall provide a clear procedure for lodging complaints of harassment or retaliation and an effective procedure for investigating all such complaints and taking effective remedial action when appropriate. The Subcontractor shall provide a copy of this policy to every candidate and contract worker.
  13. The Subcontractor shall evaluate performance of all contract workers on assignment by asking University customers to provide input on Subcontractor evaluation forms. The Subcontractor is responsible for the performance evaluation process, including mailing the approved evaluation forms to customers and following up on their return. These forms shall to be filed in the contract worker's personnel folders.
  14. The subcontractor shall participate in a pay for performance salary review system. Performance evaluation input received from University customers, shall be used by the Subcontractors to make pay raise recommendations on an annual basis to the University.
  15. The Subcontractor shall provide a site specific EEO Affirmative Action Plan within 180 days of the contract start date.
- E. Providing economic stability, community economic development opportunities and being a good corporate citizen are important to Northern New Mexico (NNM) and the University. Therefore, the Subcontractor shall consider the economic impacts of its business decisions upon NNM and take affirmative actions that contribute to regional economic development. The Subcontractor will be expected to become a vital part of NNM communities through a variety of means and to plan and implement initiatives that contribute in meaningful and measurable ways to regional economic development.
1. The Subcontractor shall provide a five-year NNM Economic Development Plan 30 days after subcontract award. This plan shall set forth the initiatives that the Subcontractor is committed to achieving as part of its plan to further the economic development of NNM. The plan shall describe the Subcontractors initiatives and or commitments together with the method that will be used to measure progress.
  2. The Subcontractor agrees to establish and staff a local Contract and personnel Management Office within 125 miles of the Los Alamos National Laboratory, in one of the Northern New Mexico Counties which include Rio Arriba, Santa Fe, Taos, San Miguel, Mora, Los Alamos, Northern Sandoval (excludes the cities of Bernalillo and Rio Rancho,) including the Pueblos.
- F. The Subcontractor by accepting this subcontract represents and guarantees that it possesses the necessary skill, means of performance, and financial resources to satisfactorily perform the work specified herein and within the constraints contained herein.
- G. Subcontractor representatives shall meet at least semi-annually with University representatives to review the Subcontractor's performance and address topics of concern of either party.
- H. Reports
1. Monthly Reports

The Subcontractor shall submit to the Contract Administrator and Technical Monitors, by the 10<sup>th</sup> working day of the following month, a monthly report that includes the following information when applicable:

- a. Subcontract Number
- b. Period of Report
- c. The following information regarding each contract worker assigned:
  - 1) Name
  - 2) Job title
  - 3) Work status (full time, part time)
  - 4) Clearance level
  - 5) Start date at the Laboratory
  - 6) Termination date
  - 7) Straight time hourly direct labor rate
  - 8) Straight time hourly billing rate
  - 9) Overtime hourly billing rate
  - 10) Number of hours worked in period
  - 11) Number of hours worked in calendar year
  - 12) Number of hours worked in fiscal year (10/1 – 9/30)
- d. The following totals
  - 1) Total amount charged Laboratory this period
  - 2) Total amount charged Laboratory this calendar year
  - 3) Total amount charged Laboratory this fiscal year
  - 4) Total amount charged Laboratory under subcontract
  - 5) Total number of contract workers assigned at Laboratory at end of period
- e. Activity reports, including:
  - 1) Total number of requests received
  - 2) Total number of recruiting requests received
  - 3) Ethnicity, gender, and age of all qualified candidates submitted
  - 4) Number of qualified candidates submitted on each request received
  - 5) Number of successful placements made
  - 6) Recruiting source for successful placements (Laboratory referral, company recruiting, cold calls, local media ads, etc.)
  - 7) Area of country or state where contract worker came from
  - 8) Number of contract workers who terminated and why
  - 9) Name, social security number, ethnicity, gender, and age of all new contract workers

## 2. Quarterly Reports

- a. EEO report, including:
  - 1) Subcontract number
  - 2) Period of report
  - 3) Ethnicity of all workers
  - 4) Gender of all workers
  - 5) Age of all workers



- b. Recruiting report including a description and date of all recruiting events and the targeted audience. This report will include activities such as the following:
  - 1) Career fairs
  - 2) Recruiting Trips
  - 3) Phone calls
  - 4) Local media advertisements
  - 5) Radio recruitment ads
  - 6) Referrals from current contract workers
  - 7) Referrals from national recruiting efforts
- c. NNM Economic Development Plan
  - 1) The report shall include sufficient information to describe progress that has been made on proposed economic development initiatives and/or commitments.
- d. Reward, recognition, seminars, training, diversity, or other special events held for contract workers, and number of contract workers who participated.

3. Ad hoc Reports as requested from time to time by the University.

I. Performance Metrics:

- 1. Respond with qualified candidates on at least **95%** of recruiting requests received.
- 2. Less than **5%** of resumes rejected as unqualified.
- 3. Provide accurate and timely paychecks to employees at least **98%** of the time.
- 4. At least **six (6)** activities/events per year to attract diverse candidate pool.

**III. TYPE OF SUBCONTRACT**

This is a Labor Hour Indefinite Quantity Subcontract.

**IV. PERIOD OF PERFORMANCE**

The term (performance period) of this subcontract is five years, from \_\_\_\_\_ through \_\_\_\_\_.

**V. OPTIONS**

- A. The University reserves the right to hire any contract worker after the contract worker has worked at the Laboratory for ninety (90) calendar days. Neither the University nor the contract worker shall incur any liability for such action. The ninety (90) calendar day period may be shortened in individual situations upon the mutual consent of both parties hereto.
- B. The University has the unilateral right, consistent with General Provision E-1, entitled "Changes," to modify this subcontract to incorporate additional job classifications at any time during the term of this subcontract.

- C. The rates of reimbursement specified in VIII – CONSIDERATION will not be increased or decreased unless new or updated wage determinations or changes in federal, state or local law, that could not be reasonably foreseen prior to award, impose requirements that increase or decrease the Subcontractor's indirect rates. In such event, the applicable markup rates specified in VIII - CONSIDERATION may be increased or decreased by an amount sufficient to cover such required increases or decreases only.
- D. The University has the unilateral right to modify the subcontract ceiling limit either upward or downward based upon the Subcontractor's effort in successfully satisfying the University's requirement for contract workers. In the event of a ceiling adjustment, all terms and conditions, including the rates set forth in VIII - CONSIDERATION, will remain unchanged. Although all Subcontractors awarded subcontracts for these requirements are guaranteed a minimum level of effort, the subcontract ceiling for each subcontract will be adjusted in accordance with each Subcontractor's performance after the initial ceiling amount of <TBD> is established for each awarded subcontract. The combined ceiling amounts for the (number) awarded subcontracts for these services shall not exceed <TBD> for the entire five (5) year performance period.

## **VI. SUBCONTRACT CEILING**

The subcontract ceiling is the current University projection of the amount required for the subcontract term. The subcontract ceiling amount is \_\_\_\_\_ including all costs, fees, and applicable taxes. This is a ceiling amount only and in no way obligates the University to expend beyond the amounts actually incurred for University authorized effort at the rates set in VIII – CONSIDERATION. Furthermore, this ceiling may be unilaterally adjusted, either upward or downward, in accordance with Paragraph D of V – OPTIONS.

## **VII. AVAILABILITY OF FUNDS**

- A. Funds in the amount of \_\_\_\_\_, for work performed through \_\_\_\_\_, are currently available and allotted to this subcontract.
- B. The Subcontractor shall notify the University in writing when the aggregate of expenditures and outstanding commitments allowed under this subcontract equals 75% of the above limitations. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in Paragraph A above. In the event, one hundred percent (100%) of the funds are expended, the Subcontractor shall make no further expenditures or commitments and shall be excused from further performance of the work unless and until the University shall authorize additional work and have increased the funds.

## **VIII. CONSIDERATION**

- A. As consideration for the performance of the above services, the University shall reimburse the Subcontractor for the following in accordance with the provisions contained in IX. – PAYMENT.
1. Straight time compensation paid by the Subcontractor to nonexempt contract workers assigned hereunder at the established negotiated hourly rates authorized by the University. Whenever work cannot be performed because of the unscheduled closure of University facilities or the Subcontractors working are called for Jury Duty or Court Leave (see Paragraph V. 3. under APPENDIX I – PERSONNEL/CONTRACT WORKERS) the Subcontractor shall invoice and be paid for such periods as if regularly scheduled work had been performed unless such periods are designated as mandatory vacation days.

2. Compensation paid by the Subcontractor to nonexempt contract workers for University authorized overtime work performed hereunder. Overtime is defined as hours worked in excess of 40 hours per workweek and shall be reimbursed at one and one-half times the straight time direct labor rate. Paid holiday time shall be treated as time worked for purposes of determining overtime hours. Paid vacation time, paid sick leave time and on-call time that is not required to be treated as time worked by the Fair Labor Standards Act shall not be treated as time worked for purposes of determining overtime hours.
3. A salaried weekly rate paid by the subcontractor to exempt workers assigned hereunder at the rate authorized by the University.
4. Compensation paid by the Subcontractor to contract workers for shift premium for the evening shift or night shift for University authorized work performed hereunder. A shift premium of ten (10%) percent shall be applied to the actual hours worked on evening and night shifts. However, shift differential is not paid unless 4 or more continuous hours are worked, excluding a lunch period, during the period after 4:00 p.m. to 8:00 a.m. the following morning.
5. The Subcontractor will pay at least the current minimum hourly wage to contract workers who are working while on call. Contract workers who are not working while on call will receive \$1.40 per hour. If a contract worker is called in to work while on call, the Subcontractor will pay the contract worker's regular compensation, or four (4) hours of straight time pay, whichever is less, each time the contract worker is called in to work. Indirect costs or profits shall not be applied to on-call compensation.
6. Compensation for extended work week for exempt workers when such extended work week is authorized by the University. Extended work weeks are defined as hours worked in excess of 40 hours per workweek and shall be reimbursed at one and one-half times the straight time weekly rate prorated according to the percentage of the extended work week.
7. Indirect costs applicable to University straight time labor compensation will be at the following rate(s). The cost of all fringe benefits including insurance, holiday pay, vacation pay, sick leave pay, etc., is covered by the rate(s). The rate is (or rates are) as follows for the periods specified:

Period

Straight Time Indirect Rates

8. Indirect costs applicable to University overtime labor for nonexempt and extended workweek for exempt compensation will be at the following rate(s). The rate is (or rates are) as follows for the periods specified:

Period

Overtime Indirect Rates

9. Profit amount per hour for every hour of work performed for which the University is obligated for payment, except for authorized on-call standby time, which shall be non-fee bearing. University payment at the rate specified within this paragraph will constitute complete satisfaction of any and all of the Subcontractor's claims for reimbursement for profit or fee hereunder.

The amounts are as follows for the periods specified:

<u>Period</u>	<u>Profit Amount Per Hour</u>
---------------	-------------------------------

10. Expenses incurred by the Subcontractor, as evidenced by valid receipts or documentation for Subcontractor's candidates' travel to and from Los Alamos, NM, for personal interviews. Any such travel is reimbursable hereunder only when previously authorized by the University. Reimbursement expenses shall not exceed the air coach fare for one person, per diem and lodging not exceeding rates specified in the Federal Travel Regulations/University Administrative Manual, and incidental expenses.

11. Expenses incurred by the Subcontractor, as evidenced by valid receipts or documentation, for relocation of contract workers from point of origin to Los Alamos, NM area for initial assignment when reimbursement has been authorized in advance by a University Technical Monitor. Generally, the University Technical Monitor will approve reimbursement upon the same terms and conditions that are in force at the time for similarly situated University contract workers.

The University limits its total maximum reimbursement under this paragraph to \$15,000.00 per worker, per year.

12. The actual amount of gross receipt tax paid by the Subcontractor to the State of New Mexico at the appropriate invoiced rate.
13. The actual amount of applicable local governmental taxes paid by the Subcontractor to the appropriate governmental entity at the appropriate invoiced rate.
14. The University may on occasion award performance-related monetary awards or recruiting incentives to attract candidates with hot skills authorized by the University. The University reimbursed award amount shall include the actual award amount plus the current tax amounts set forth in Paragraphs 12. and 13. above.

## **IX. PAYMENT**

- A. The University provides regular, amended, and late attendance reports to the Subcontractors on a weekly basis, from the automated supplemental effort (SE) system. These invoices are the basis for Subcontractor payroll. The University generates a self-invoice after the attendance reports are run, and generates a check to pay the Subcontractors according to the terms of the contract.
- B. The terms of payment are \_\_\_\_\_.

- C. Verification of invoices is the Subcontractor responsibility. Explanation of differences must be documented and submitted in writing to the University for reconciliation within thirty (30) days after receipt. Identification of invoice discrepancies or errors within the allotted thirty (30) days is the Subcontractor's responsibility. Failure to meet this requirement may impact the Subcontractor's ability to reconcile such discrepancies at a later date.

D. Completion Voucher

On receipt and approval of the invoice or voucher designated by the Subcontractor as the "completion invoice" or "completion voucher" and compliance by the Subcontractor with all of the provisions of this subcontract (including, without limitation, the accounting for government-owned property required by XII. – UNIVERSITY FURNISHED PROPERTY, and disclosure if any, of information required in the general provisions and the provisions of Paragraph E below and F of the following page) and upon execution of a general release, the University shall pay all monies due to the Subcontractor promptly following completion of the work under this subcontract, but in no event later than one year (unless within the year the University grants a further specified period of the time) from the date of such completion.

E. Applicable Credits

Any refunds, rebates, credits or other amounts (including any interest thereon) accruing to or received by the Subcontractor or any assignee under this subcontract shall be paid by the Subcontractor to the University, to the extent they are properly allocable to costs for which the Subcontractor has been reimbursed by the University under this subcontract. Reasonable expenses incurred by the Subcontractor for the purpose of securing refunds, rebates, credit or other amounts shall be allowable costs hereunder when approved by the Contract Administrator. For the purposes of this subcontract, such credits shall include accrued vacation, sick leave and holidays not paid to contract workers.

F. Financial Settlement

Prior to final payment under this subcontract the Subcontractor and each assignee under this subcontract whose assignment is in effect at the time of final payment under this subcontract shall execute and deliver:

1. An assignment to the University, in form and substance satisfactory to the University, of refunds, rebates, credits, or other amounts (including any interest thereon) properly allocable to costs for which the Subcontractor was reimbursed by the University under this subcontract; and
2. A release discharging the University and the Government, its officers, agents, and contract workers from all liabilities, obligations, and claims arising out of or under this subcontract subject only to the following exception:
  - a. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Subcontractor.
  - b. Claims for reimbursement of costs (other than expenses of the Subcontractor by reason of any indemnification of the University or Government against patent liability), including reasonable expenses, incidental thereto, incurred by the Subcontractor under the provisions of this subcontract relating to patents.

**X. SUBCONTRACTOR INTERFACE**

- A. The Subcontractor shall fully cooperate with other Subcontractors and with University employees. The Subcontractor must not commit or permit any act that will interfere with the performance of work by any other Subcontractor or by University employees.
- B. If the University's need for the above services continues beyond the term of this subcontract, and the parties hereto are unable to reach an agreement for extension or renewal of this subcontract or are unable to negotiate a new subcontract for these services, the Subcontractor hereby agrees to provide the names and Z numbers of its contract workers working hereunder to the succeeding Subcontractor(s) to facilitate negotiations with such contract workers for their service. The Subcontractor shall further provide reasonable assistance to make such a transition smooth and orderly.

**XI. INSURANCE REQUIREMENTS FOR THIRD PARTY CLAIMS**

- A. The Subcontractor shall, at its own expense, acquire and maintain, during the entire period of performance of this subcontract, insurance against third party claims. The minimum amounts set forth below are in addition to predetermined compensation and other benefits required of the Subcontractor by the applicable "Workers' Compensation Law" as specified in general provision Clause B43, Work on University or Government premises.
  - 1. General liability aggregate – a comprehensive general liability policy having combined single limits of \$1,000,000 for both bodily injury and property damage coverage.
  - 2. Workers' Compensation and Employer's Liability – Statutory limits for the state in which the work is performed.
  - 3. Automobile liability aggregate – an automobile liability policy having combined single limits of \$1,000,000. This coverage will be written on the business automobile policy form covering all owned, non-owned, hired, and government-furnished motor vehicles used in subcontract operations.
  - 4. Other – statutory requirements for the state in which the work is performed that is sufficient to meet normal and customary claims.
  - 5. If the subcontract is for professional services such as those performed by doctors, lawyers, and architect-engineers, Professional Liability coverage in the following minimum levels shall be provided by the Subcontractor: \$1,000,000/occurrence.
  - 6. Aircraft usage to perform the subcontract, the Subcontractor shall provide the following types and minimum levels of insurance coverage:
    - a. Bodily injury - \$200,000 per person and \$500,000 per occurrence excluding passenger liability.
    - b. Bodily injury, passenger liability - \$200,000 multiplied by the number of seats or passengers, whichever is greater.
    - c. Property damage - \$200,000 per occurrence.

- B. The Subcontractor shall furnish to the Contract Administrator a certificate of insurance or written statement of the above-required insurance. The policies evidencing required insurance coverage shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the University in such insurance shall not be effective for such period as may be prescribed by the laws of the state in which this subcontract is to be performed and in no event less than thirty (30) calendar days after written notice to the Contract Administrator.
- C. The Subcontractor shall be responsible for providing information on "Workers' Compensation Law" to its contract workers and advising them of their responsibilities.

## **XII. UNIVERSITY FURNISHED PROPERTY**

- A. The University shall furnish or make the following available, at no charge to the contract worker, for use exclusively in the performance of work hereunder.

Appropriate office equipment and furniture  
Work space  
Laboratories as required  
Expendable supplies such as paper, pens, pencils, etc.  
Test equipment, hand tools  
Necessary protective clothing, such as safety glasses, and safety shoes

- B. Contract workers must sign for all equipment, other than expendable supplies, and shall return such items to the University at the termination of their assignment hereunder.
- C. The University may require or permit contract workers to take University property home and perform work at their homes. Such use of University property will be limited and authorized only when the need to do so is properly documented.

Contract workers may remove University property from University facilities only when authorized to do so by a University shipping manifest signed by the Contract Administrator. The shipping manifest is the mechanism used to account for University property and when the material is returned, it must be returned via the University receiving department (Building SM-30) and received against the shipping manifest number. The Subcontractor is responsible for all University property removed from University facilities by contract workers.

## **XIII. TRAVEL**

- A. Contract workers may be required by the University to travel in performance of their job requirements. The University has implemented a "cash-less" travel system and no longer provides cash travel advances, but has contracted with a credit card issuer to provide credit cards directly to contract workers. Therefore contract workers who are required to travel on official business may obtain a University authorized credit card from the issuer. An application for a card may be obtained from BUS-1 Travel Provider Services, Mail Stop P234. The contract worker is not required to use the authorized credit card and can rely on other credit cards or personal cash to cover travel expenses.
- B. Contract workers must comply with all University travel procedures, including submitting Travel Requests for official travel and a Travel Expense Worksheet to BUS-1 upon completion of the travel to receive reimbursement of authorized costs. In submitting Travel Requests, contract

- C. workers may continue to request funds for registration fees on their requests even though cash advances are not available.
- D. If the contract worker uses the University authorized credit card, or any other credit cards, he or she will be completely responsible to the credit source for payment of all costs. Neither the Subcontractor nor the University will be liable for payment of travel expenses.

#### **XIV. MODIFICATIONS**

The Contract Administrator is the only person authorized to approve changes in any of the requirements under this subcontract and notwithstanding any provision contained elsewhere in this subcontract, this authority remains solely with the Contract Administrator. No statement of any person whomsoever may in any manner or degree modify or otherwise affect the terms of this subcontract, except for written statements of the Contract Administrator. If the Subcontractor effects any such change at the direction of any person other than the Contract Administrator, the change will be considered to have been made without authority and no adjustment will be made in the subcontract price to cover any increased costs incurred as a result thereof.

#### **XV. KEY PERSONNEL**

- A. The Subcontractor's personnel assigned to management or management support positions listed in B. below are necessary for the successful performance of the subcontract. The Subcontractor agrees to assign such persons to manage or support the performance of the work under this subcontract and shall not reassign or remove any of them without the written consent of the Contract Administrator. Whenever, for any reason, any of these persons are unavailable for assignment for work under this subcontract, the Subcontractor shall, with the written approval of the Contract Administrator, replace such person with a person of substantially equal abilities and qualifications.

- B. Key personnel are:

(To be determined in negotiations)

#### **XVI. SERVICE CONTRACT ACT OF 1965**

Any resulting subcontract shall be subject to the provisions of the Service Contract Act of 1965 as prescribed in Federal Acquisitions Regulations (FAR) 52.222-41 and can be found at URL address:  
[http://www.arnet.gov/far/current/html/52\\_220.html](http://www.arnet.gov/far/current/html/52_220.html)

#### **XVII. LOS ALAMOS NATIONAL LABORATORY PERSONNEL SECURITY ASSURANCE PROGRAM**

The University may require the Subcontractor to furnish contract workers for positions that are subject to the requirements of the Personnel Security Assurance Program (PSAP). This program is required in accordance with DOE Order 5631.6A. The University will administer and conduct medically required tests, related screening, and examinations of the contract workers to meet the PSAP requirements. The Subcontractor agrees to cooperate fully and to make any or all of its personnel available for any screening, testing, examinations, or other personal reliability requirements of the University.



## **XVIII. RESTRICTIONS ON CERTAIN FOREIGN PURCHASES**

As prescribed in FAR 25.701.

- A. Unless advance written approval of the Contract Officer is obtained, the Subcontractor shall not acquire for use in the performance of this subcontract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States by Executive order or regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries include Cuba, Iran, Iraq, Libya, North Korea, and Sudan.
- B. The Subcontractor shall not acquire for use in the performance of this subcontract any supplies or services from entities controlled by the Government of Iraq.
- C. The Subcontractor shall insert the provisions of this clause, including this Paragraph C., in all subcontracts hereunder.

## **XIX. ADMINISTRATIVE DATA**

- A. The University will assign a specific Technical Monitor to each University using group and/or each Subcontractor. The University will notify the using groups and the Subcontractor of the assigned Technical Monitor for each contract worker. The University may change Technical Monitors from time to time, in its discretion.

Technical Monitors will function as the interface between the University and the Subcontractor. Technical Monitors will review job requests for proper classification and disposition. They will conduct preliminary screening of resumes submitted by Subcontractors, coordinate technical interviews, and evaluate applicant's qualifications to determine reasonableness of rates. They also provide guidance on and respond to inquiries concerning the operational aspects of contract labor from University users and Subcontractors. Technical Monitors have no authority to modify or change contractual requirements of the Subcontract. In addition, they have no authority to supervise the work of the contract workers.

The current University Technical Monitors are:

Group	Technical Monitor	Mail Stop	Telephone
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- B. Mailing address for University Technical Monitors is:

University of California  
Los Alamos National Laboratory  
P.O. Box 1663  
Los Alamos, NM 87545  
Attn: Name, Group #, and M/S #

C. The University Contract Administrator is:

Julie Allen, BUS 5/3  
Mail Stop: P222  
Telephone: 505-667-6139; Fax: 505-665-6202

D. Mailing address for the Contract Administrator is:

University of California  
Los Alamos National Laboratory  
P.O. Box 1663 M/S P222  
Los Alamos, NM 87545

E. Mailing address for invoice submission is:

University of California  
Los Alamos National Laboratory  
BUS-1  
P.O. Box 1663 M/S P240  
Los Alamos, NM 87545

F. Mailing address for payment to Subcontractor is:

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**XX. ORDER OF PRECEDENCE**

Any inconsistency in this subcontract shall be resolved by giving precedence in the following order:

1. Special Provisions
2. General Provisions
3. Other Documents

## **GENERAL PROVISIONS**

General provisions consisting of the clauses in Los Alamos National Laboratory Form Number 7500, dated February 1999, identified below (available at Internet URL <http://bus.lanl.gov/bus5/vendor/terms-conditions.htm>), are hereby incorporated in this subcontract.

1. All of the clauses of Section A of the General provisions:
2. The following clauses of Section B of the General provisions:  
  
B1, B3, B4, B8, B9, B10, B11, B12, B14, B25, B35, B36, B42, B43, B44, B45, B48, B50, B51, B52, B53, B54, B55, B57, B59, B60, B61, and B64.
3. The following clauses of Section E of the General provisions:  
  
E1, E2, E3, E5, E7, E8, E9, E10, E11, E12, E13, and E14

**OTHER DOCUMENTS**

**APPENDIX I - PERSONNEL/CONTRACT WORKERS**

**APPENDIX II - ENCLOSURES**

ENCLOSURE 1 - Wage Determination

ENCLOSURE 2 - Job Descriptions

ENCLOSURE 3 - Resume Cover Letter

## **APPENDIX I - PERSONNEL/CONTRACT WORKERS**

- A. The Subcontractor hereby agrees to assume sole and total employer responsibility for all contract workers working hereunder. This responsibility includes, but is not limited to, the administration of all employer-contract worker relationship matters, compensation for work performed, providing appropriate, applicable, and required insurance coverages, fringe benefits, bonus performance awards, relocation expenses, living expenses, tax withholding services, and satisfying all equal employment opportunity requirements and providing documentation on efforts to furnish the University with a diverse work force.

All contract workers assigned to work at the University pursuant to this subcontract are employees/contract workers of the Subcontractor. They shall not be subject to the provisions, nor entitled to the benefits, of the University's policies on performance assessment, discipline, termination, or reduction in force, nor are they higher education contract workers under the Higher Education Employer Employee Relations Act. Contract workers shall be furthermore excluded from coverage under the University's complaint resolution policy.

The University will investigate any allegation of harassment, discrimination, retaliation, or other misconduct made by or against a contract worker when a University employee is either the alleged victim or the alleged perpetrator, or when Laboratory property or resources are involved. The Subcontractor will also immediately investigate any alleged contract worker misconduct. The Subcontractor will take appropriate action to resolve concerns about a contract worker's performance, conduct, or technical competence to the University's satisfaction. The University reserves the right to terminate a contract worker's University assignment, either with or without cause.

- B. The Subcontractor hereby agrees to assume responsibility for any and all claims filed against the Subcontractor by contract workers assigned hereunder or candidates and that are based on acts or omissions of the Subcontractor, including but not limited to Title VII of the Civil Rights Act of 1964 and other related statutes and regulations, whether state or federal, that prohibit discrimination on the basis of race, color, religion, sex, national origin, age, mental or physical handicap, or any other category protected by applicable law or by University policy. The Subcontractor shall provide notice of this requirement in writing to contract workers prior to assignment hereunder.
- C. The Subcontractor hereby releases the University from all liability, losses, costs, damages, and expenses relating to injuries to contract workers in the performance of this subcontract. The Subcontractor further indemnifies and holds the University harmless from and against all liability, losses, costs, damages, and expenses relating to injuries to contract workers arising out of the performance of this subcontract, and shall bear the entire responsibility of workers' compensation coverage for all contract workers provided hereunder. The Subcontractor shall provide the University with satisfactory proof of workers' compensation coverage by a certified coverage statement and a copy of the insurance documents.
- D. The Subcontractor shall bond any of its contract workers whose assignment involves handling University cash or negotiable instruments in the amount determined by the Contract Administrator.
- E. The contract workers assigned hereunder may not perform any supervisory duties over University employees.

- F. The Subcontractor shall not refer any candidates for, or assign any contract workers to an assignment that would result in their supervision by or their having a close working relationship with a near relative (spouse, parents, brothers, sisters, children, step relatives and in-laws in the same relationship, or their functional equivalents.)
- G. The Subcontractor shall not refer candidates to the University who;
1. Have been discharged for cause by the University or by any Subcontractor at the Los Alamos National Laboratory within the last seven (7) years.
  2. Have had a security clearance revoked or denied by any U.S. Government Agency if the job requires a security clearance.
  3. Are under 18 years of age.
- H. A contract worker whose clearance is suspended may be reassigned to activities that do not require a clearance or University using group managers also may terminate the assignment.

However, contract workers are eligible for assignment if a security clearance has been terminated by DOE for the following reasons:

1. A clearance is no longer required, or
2. A clearance was not used for 90 days.

Such assignments are limited to uncleared areas and must not involve access to classified matter or significant quantities of special nuclear material.

- I. The Subcontractor shall advise the appropriate Technical Monitor hereunder of its intention to assign contract workers hereunder who are not U.S. Citizens and shall not implement any such assignments prior to receipt of University approval for such assignments.
- J. The appropriate Technical Monitor may require a positive background investigation report as a condition of assignment or continued assignment hereunder. The University will acquire such investigation report outside the purview of this subcontract but will require the release specified in Paragraph S. on page 25.
- K. As permitted by law, the University may require that some or all of the candidates or contract workers demonstrate that they are fit for performance of their assignment by passing a University performed or University prescribed medical examination as a condition for assignment or continued assignment hereunder. When required, the University will either perform such an examination or reimburse the Subcontractor for the cost of the examination.
- L. The University may require that some or all contract workers assigned for work or proposed for assignment to successfully pass a University administrated or University prescribed drug test, related screening, and personal examination as a condition for assignment or continued assignment hereunder. The University will either perform such test, if required, or reimburse the Subcontractor for the testing costs.
- M. The contract workers assigned hereunder are responsible for familiarizing themselves with and observing applicable health, safety, and environmental procedures. They are required to utilize prescribed personal protective equipment, promptly report accidents and injuries to their

employer and Laboratory supervisor, and unsafe conditions to the appropriate Laboratory entity, and participate in required medical and biological programs.

N. The contract workers assigned to the Laboratory shall report to University Group ESH-2, Occupational Medicine, under the following circumstances:

1. Contract workers shall report to ESH-2 for initial treatment of a work related injury or illness unless the severity of the injury or illness dictates the immediate transporting of the contract worker to a hospital emergency room.
2. Contract workers shall furnish a report of the injury or illness to ESH-2 as soon as practical if the severity of the injury or illness dictated transporting the contract worker directly to a hospital.
3. Contract workers shall report to ESH-2 to receive a fitness for duty evaluation if contract worker's doctor has imposed restrictions on contract worker's work tasks or if the contract worker has been absent from work for five or more consecutive work days.

Furthermore, individual occupational radiation exposure records of the contract worker generated in the performance of work under this subcontract shall be subject to inspection by DOE and/or the University and shall be preserved by the University until disposal is authorized by DOE or at the option of the University delivered to DOE upon completion or termination of the subcontract. If the University exercises the foregoing option, title to such records shall vest in DOE upon delivery.

- O. Although some work hereunder may be initiated with "uncleared" personnel, some work may eventually be performed in a security area and all contract workers intended to engage in work in a security area shall eventually possess DOE "L" or "Q" type access authorizations. All contract workers shall display security badges on their outer clothing while on government premises. The University will brief all contract workers on access procedures and controls and other pertinent security regulations prior to their commencing work. The Subcontractor shall be responsible for safeguarding information which may come into the Subcontractor's possession or within the purview of its work. Upon completion or termination of this subcontract, Subcontractor shall return all classified matter and badges in the possession of the Subcontractor or any person under Subcontractor's control. Subcontractor shall furnish a security termination statement (Form DOE F 5631.29) to the University for all contract workers, and shall return all University furnished supplies, materials, and equipment in the possession of the Subcontractor or any person under Subcontractor's control.
- P. Contract workers working hereunder shall abide by the applicable policies and rules governing University employees performing similar work at the Los Alamos National Laboratory. Contract workers shall comply with University policies dealing with Conflicts of Interest as defined in the Laboratory Administrative Manual (AM 715, 716, 720, 721, 722, 727), and Department of Energy Acquisition Regulations (DEAR 970.2272). All contract workers assigned by the Subcontractor to work under this subcontract must certify that they have read, understood, and will comply with the Conflict of Interest policies. In addition, contract workers must provide the University either (1) a completed outside activity permission request or (2) an executed outside activity certification as a condition for assignment or continued assignment at the Laboratory.
- Q. The Subcontractor shall provide all contract workers, prior to assignment, a definitive and clear written statement of the Subcontractor's policies regarding compensation, fringe benefits,

expense reimbursements, training, performance evaluations, promotions, contract worker complaint procedures, and accident and emergency procedures including name, address, and telephone number of the Subcontractor's designated contract worker representative. Contract workers assigned shall accurately report their time worked to the nearest quarter hour. The Subcontractor is responsible for the accuracy of the time reported and for the accuracy of the invoices submitted for time worked. The Subcontractor shall immediately remove from assignment any contract worker who fraudulently reports time worked. The Subcontractor shall immediately, upon discovery or notification, reimburse the University for overpayments resulting from inaccurate or fraudulent time reporting.

- R. All contract workers must complete a new hire orientation, execute all required University forms, and complete designated required training within two weeks of reporting to their designated assignment. Refusal to execute these documents will be considered a refusal to accept assignment. The University shall not be liable for reimbursement of any costs incurred by or on behalf of any candidate who refuses to accept assignment.
- S. The Subcontractor is subject to the Contract Work Hours and Safety Standards Act for actual compensation of its contract workers. This subcontract and its provisions in no way removes or changes any of the Subcontractor's responsibilities under this act.
- T. The Subcontractor agrees to compensate the Subcontractor's contract workers subject to the Service Contract Act of 1965, as amended. The most current applicable wage determination is 1994-2361 (Rev. 13), dated 06/09/00.
- U.
  - 1. Contract workers shall be subject to the Laboratory's modified work schedule. Subcontractor shall designate the workweek of any contract worker who is assigned to work on the "9/80" schedule to begin at the time that is midway through the contract worker's regular Friday schedule. Although anticipated to be minimal, overtime and shift work may be necessary from time to time, and the contract workers shall be prepared to perform such overtime and shift work when requested by the University. Overtime is defined as hours worked in excess of 40 hours per workweek. Shift work is defined as three separate work shifts: day shift, 8:00 a.m. to 5:00 p.m. less one (1) hour lunch period, net 8 hours; evening shift, 4:00 p.m. to 12:00 midnight less 30 minute lunch period, net 7 ½ hours; night shift 12:00 midnight to 8:00 a.m. less 30 minutes lunch period, net 7 ½ hours.
  - 2. The Subcontractor shall pay its contract workers for any normal work period in which work cannot be performed because of the closure of University facilities due to unusual or extreme conditions that prevent a large segment of University employees from reporting to work or that requires an early departure for the Laboratory as determined by the Department of Energy, Los Alamos Area Office, Area Manager, and conveyed by University management to contract workers working at the Laboratory.
  - 3. Contract workers are granted paid time off to serve as jurors (jury duty) or when required to testify or participate in judicial or external administrative proceedings (court leave), including fact-finding activities conducted by federal, state, and local legal or governmental authorities. Contract workers shall comply with University policies dealing with court leave and jury duty as defined in the Laboratory Administrative Manual (AM 321).
- V. Subject to the limitations contained in Paragraph Z., page 25, contract workers shall be provided with the following holidays on the day observed by University of California employees: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday following Thanksgiving



Day, Christmas Day, Energy Conservation Day, and any other holidays declared by the University and the United States Department of Energy.

The Subcontractor shall pay its contract workers, who work on a holiday, both holiday pay and overtime pay if such work is authorized in advance by the University.

Contract workers are eligible for holiday benefits whenever they perform any work during the week of the holiday and even when no work is performed during the holiday week if the contract worker is on paid vacation or sick leave.

- W. The Subcontractor shall provide all contract workers with eighty (80) hours of paid vacation per year. Contract workers, who have worked continually for the Subcontractor or at the Los Alamos National Laboratory for ten (10) years for the Subcontractor predecessor contractor, shall receive one-hundred and twenty (120) hours of paid vacation per year. Contract workers who have worked continually for the Subcontractor or at the Los Alamos National Laboratory for fifteen (15) years or more for the Subcontractor predecessor contractor, shall receive one-hundred and sixty (160) hours of paid vacation per year. Vacation benefits are subject to the limitations contained in subsequent Paragraph Z., page 27. Vacation benefits shall be accruable on a monthly basis and usable by contract workers as accrued. Any unpaid vacation at expiration of contract worker's employment shall be the responsibility of the incumbent Subcontractor to pay.

The University facilities at the Los Alamos National Laboratory are expected to be closed between Christmas and New Year's Day holidays. Approximately three (3) or four (4) mandatory vacation days may be expended during this time period. Those days shall also be designated as mandatory vacation days for the Subcontractor's assigned contract workers, and they shall be paid only for such portion of those days that can be covered by vacation benefits. The Subcontractor may, advance vacation benefits to its contract workers when earned vacation benefits are insufficient to cover the entire period of the closure. The Subcontractor is responsible for recovering from the contract worker if the worker should default on completing time worked for accumulation of vacation hours.

- X. The Subcontractor shall provide each of its assigned contract workers with forty-eight (48) hours of paid sick leave per year subject to the limitations contained in Paragraph Z., on page 27. These sick leave benefits are accruable monthly and usable by contract workers as accrued. Those contract workers, who continue performing until expiration of this subcontract or expiration of their assignment, if sooner, shall at that time be paid for all unused sick leave benefits accrued through that date. The contract workers who voluntarily terminate their assignments (unless termination to accept University employment) or whose assignments are terminated because of unacceptable conduct or technical incompetence shall forfeit all rights to payment for unused sick leave benefits accrued.
- Y. The Subcontractor will pay at least the current minimum hourly wage to contract workers who are working while on call. Contract workers who are not working while on call will receive \$1.40 per hour. If a contract worker is called in to work while on call, the Subcontractor will pay the contract worker's regular compensation, or four (4) hours of straight time pay, whichever is less, each time the contract worker is called in to work. Indirect costs or profits shall not be applied to on-call compensation.
- Z. The following definitions and limitations apply to this subcontract:

Full time contract worker - is scheduled to work at least 40 hours per week.

Part time contract worker - is scheduled to work less than 40 hours per week.

The Subcontractor must provide full time contract workers assigned hereunder full holiday, vacation, and sick leave benefits as set forth in paragraphs V, W., and X., above. The Subcontractor must provide part time contract workers these benefits in proportion to the ratio of their scheduled time to full time.

AA. The Subcontractor shall provide the following minimum insurance benefits to all assigned contract workers working at least thirty (30) hours per week under this subcontract effective on the date of their hire. This applies to all contract workers, whether newly hired or contract workers transferring from unsuccessful incumbent firms. Age and pre-existing medical conditions of contract worker shall not be a reason for non-coverage. In this section "AA" specific to insurance, the term "employee" is equivalent to the term "contract worker."

1. Employee Life Insurance
2. Employer-paid term life insurance.
3. Employee and Dependent Dental Insurance.
4. Employee and Dependent Vision Care Insurance.
5. Employer-Paid Basic Short-Term Disability
6. Insurance benefit cost Sharing.
  - a. In accordance with the most current Wage Determination, the Subcontractor must contribute toward the combined cost of the above insurance coverage for all qualifying contract workers. For all non-qualifying contract workers the applicable rate per hour shall be provided as additional pay in lieu of the insurance benefits.

7. Insurance Documents

The Subcontractor shall, within sixty (60) calendar days of receipt of this subcontract, furnish the University copies of insurance documents that demonstrate full compliance with the minimum requirements specified herein.

BB. The Subcontractor shall provide an employer-paid Internal Revenue Service (IRS) Approved Pension Plan for all contract workers provided to the University under this subcontract. The Pension Plan shall be qualified under Employee's Retirement Income Security Act of 1974 (ERISA) guidelines. The Pension Plan shall:

1. be a monetary purchased plan with a non-integrated employer contribution rate for each contract worker of at least 10% of each contract worker's compensation;
2. provide the following:
  - a. immediate participation of each contract worker;
  - b. transfer of pension plan funds to each contract worker's pension account no later than quarterly during a plan year.

3. remain in force for the term of the subcontract regardless of the additional benefits required by the subcontract.

For the purpose of this paragraph, the term “contract workers provided to the University” shall mean that the Subcontractor shall, at a minimum, cover all contract workers who perform services for the University and who are not “highly compensated” contract workers of the Subcontractor as the term is defined in Section 414(q) of the Internal Revenue Code. “Highly compensated” contract workers may be excluded from the Pension Plan.

The University can accept a 401(K) plan in lieu of a Pension Plan as long as the 401(K) provides for a non-integrated employer contribution rate for each contract worker that is at least 10% of the contract worker’s compensation and the 401(K) provides full and immediate vesting.

Proof of the IRS approval of the Subcontractor’s Pension Plan or 401(K) Plan shall be submitted to the Contract Administrator as a Summary Plan Document.

- CC. The Subcontractor agrees to submit any proposed bonus performance award program for its contract workers furnished under this subcontract to the University for approval, if such program involves reimbursement of costs by the University. Any indirect rate applicable to bonus performance awards submitted by the Subcontractor to the University for reimbursement shall be set forth under the Special Provision of this subcontract entitled “Consideration”.
- DD. The Subcontractor may provide other benefits at its option. For comparison purposes, the University provides the following additional benefits to its employees:
1. Employee paid extended coverage short & long-term disability.
  2. Employee-paid Accidental Death and Dismemberment insurance for self and dependents.
  3. Employee paid life insurance for self and dependents.
  4. Employee-paid Legal insurance for self and dependents.
  5. FSA Dependent Care, medical.
  6. US Savings Bond program.
  7. Business Travel insurance.
  8. Employee-paid Long-Term Care insurance.
  9. Employee-paid Auto, Homeowners, and Renters insurance.
  10. Tuition assistance.

## **OTHER DOCUMENTS**

### **APPENDIX II - ENCLOSURES**

This subcontract consists of the following enclosures identified as:

ENCLOSURE 1 - Wage Determination

ENCLOSURE 2 - Job Descriptions

ENCLOSURE 3 - Resume Cover Letter

**OTHER DOCUMENTS**

APPENDIX II

ENCLOSURE 1

Wage Determinations:

1994-2361 (Rev. 13), dated 6-9-00

**OTHER DOCUMENTS**

APPENDIX II

ENCLOSURE 2

Job Descriptions

The Subcontractor must demonstrate successful recruitment for job requests in all classifications and/or series for which the University has determined a need. Samples include, but are not limited to those outlined in the table below:

<b>JOB TITLE</b>	<b>FLSA CATEGORY</b>	<b>CLASSIFICATION/SERIES TYPES</b>
<b>Tec I</b>	Nonexempt	Electrical technician, mechanical technician, laser technician, optics technician, electro-mechanical technician
<b>Tec II</b>	Nonexempt	Electrical technician, mechanical technician, laser technician, optics technician, electro-mechanical technician
<b>Tec III</b>	Nonexempt	Electrical technician, mechanical technician, laser technician, optics technician, electro-mechanical technician
<b>Tec IV</b>	Exempt	Independent, professional level electrical technician, mechanical technician, laser technician, optics technician, electro-mechanical technician
<b>ASM I</b>	Exempt	Accounting, Human Resources, Technical Administrative Nurse
<b>ASM II</b>	Exempt	Accounting, Human Resources, Technical Administrative Nurse
<b>ASM III</b>	Exempt	Accounting, Human Resources, Technical Administrative Nurse
<b>TSM</b>	Exempt	Physicist, Chemist, Computer Programmer

Attached are sample job descriptions in a few job families within these series. The Subcontractor shall review each job description, and may be expected to recruit for employees with these, as well as other, types of skills.

PROGRAMMER /ANALYST  
TSM

Description:

Work as a member of a team supporting the development and maintenance of key Enterprise-wide Information System and infrastructure components. Primary responsibilities include working with forms designers, interface designers, and customers to program a wide variety of extended functionality into the Laboratory's collection of online forms. Extended functionality includes database connectivity, HTML, wizard front-ends to complex forms, form field validation, automated email generation, unique numbering systems, etc. Other responsibilities include MS Windows, NT Server administration and periodic duty as on-call support for a production server environment.

Qualifications:

REQUIRED SKAs: Visual Basic programming experience; HTML, JavaScript and VBScript programming with database connectivity experience. Technical analysis is required to transform user requirements into technical implementation plans. Interpersonal skills are required to worked closely with help desk staff and end users to configure client software and trouble shoot related problems. A high degree of resourcefulness and independence is required as well as the ability to function as a peer in a team of other IT professionals.

DESIRED SKAs: Experience implementing COM Objects in Active Server Pages. Experience administering Microsoft NT Server 4 and Internet Information Server 4. Microsoft ADO, CDO, and SMTP experience. Experience with Microsoft FrontPage. Experience using Adobe Exchange 3.01 or Acrobat 4.0 to create and modify PDF forms.

Education:

Bachelors degree in Computer Science or equivalent degree and experience.



COMPUTER TECHNICIAN  
TEC III

Description:

Perform system and network administration for IBM PC and clone computers connected to a heterogeneous network. Administration duties include: interfacing with users to determine hardware, software, and networking requirements; act as the point-of-contact with network users; design and install network configurations; install and upgrade operating system and network configuration; perform periodic system backups; assist users; answer technical questions and take corrective action; research new hardware and software methodologies and be cognizant of emerging technologies and trends in networking; evaluate networks of potential customers; develop and implement disaster recovery plans; assist in writing computer security plans; perform system analysis for performance tuning and capacity planning. Team duties include acting as primary contact for designated customer contacts; helping other team members with workload as needed; participating in continuous process improvement efforts. In addition, help refine team objectives; work with team in scheduling commitments and resources; provide leadership and help mentor other team members; coordinate and integrate activities with other teams. Some non-standard working hours may be required.

Qualifications:

REQUIRED SKAs: Demonstrated knowledge of PC hardware and software, including Dos, Windows 3.x, Windows 95, Windows NT, and Novell. Demonstrated knowledge of network management with protocols including TCP/IP, Novell NetWare, and Microsoft networking. Excellent verbal and written communications skills required. Must have excellent problem solving skills, and the ability to interact in a friendly, responsive, timely manner with customers. Must be able to work in a team environment. Demonstrated ability to work in a self-directed manner and to take initiative to identify and solve problems.

DESIRED SKAs: Experience with other systems such as UNIX and Macintosh, focused on interoperability issues. Experience with and training in computer security.

Education:

Associate degree or higher in Computer Science or other relevant technical field, or equivalent combination of education and experience.

ELECTRONIC/MECHANICAL TECHNICIAN  
TEC II

Description:

This Electro-Mechanical Technician will be in charge of a small machine shop, satellite waste storage facility, and a transfer of oil to/from Marx Tank. Successful applicant must be able to operate a crane and a forklift, assist with installation and operation of the vacuum system, maintain a chemical inventory, and keep current all CAD drawings at the facility. The assignment will also include discharging the Marx capacitor bank and working with an X-ray camera. After a one-year assignment to the facility, the selected applicant will join the installation crew in charge of installation of beam line components for the accelerator.

Qualifications:

REQUIRED SKAs: Qualified machinist. Able to operate lathes and milling machines, qualified to operate cranes and fork lifts, and have basic skills with use of an Autocad 14 drafting system. Proven experience with assembly and installation of beam line components for the accelerator, and have basic skills with construction and leak checking of high vacuum systems.

DESIRES SKAs: Manage documentation of chemical s and be familiar with MSDS and write SOPs and SWPs.

Education:

Trade school or equivalent education and experience.

HEALTH/ENVIRONMENTAL TECHNICIAN  
TEC III

Description:

Conduct work on specialized radiation protection technical assignments. Provide technical consultation to other team and facility personnel. Help develop radiation protection procedures as well as training programs to support these procedures. Participate in facility design, instrumentation analysis, DOE Order implementation, data analysis, and quality assurance activities. Become highly knowledgeable from a radiation protection perspective of Laboratory facility design and operations. Evaluate field radiological conditions and needs. Primary radiation protection contact for visitors and auditors. Review SOPs, SARs, and other safety related documentation. Develop action plans and corrective actions of radiation protection audits. Interact with individuals from a variety of scientific, engineering, and technical disciplines. Independent as well as team leadership responsibilities for various assignments. Provide oversight and direction for emergency response.

Qualifications:

REQUIRED SKAs: Extensive demonstrated experience in radiation monitoring, personal exposure control, and other operational health physics activities. Working knowledge of applicable federal radiation protection requirements as well as basic radiation protection principles and practices. Demonstrated interpersonal skill and good written and oral communication skill. Demonstrated knowledge and understanding of facility and exposure controls for radiation protection. Demonstrated ability in problem solving, incident investigations, and emergency response. Ability to obtain a Q Clearance.

DESIRED SKAs: Working knowledge of computer software and systems highly desired. Experience in radiation protection training, RCT qualified or equivalent.

Education:

Applicable Associates Degree or equivalent combination of training and experience.

CHEMICAL TECHNICIAN  
TEC III

Description:

Perform organic analysis in support of environmental, industrial hygiene, and hygiene; and research and development programs. Analysis will include the following techniques: GC, GC/MS, Liquid Chromatography, IR spectrometry, and other techniques. Will prepare standards, sample preparation, calibrate laboratory equipment, analyze, review data for content, and accuracy, and input data to LIMS database. Will be responsible for following established procedures, ordering supplies, and maintaining laboratory cleanliness. Work with minimal supervision within a team environment and communicate daily with a variety of customers.

Qualifications:

REQUIRED SKAs: Experienced in performing routine VOA, SVOA, PCB, and HE organic analysis following SW 846 protocols. Demonstrated analytical chemistry expertise in sample extraction, analysis and interpretation. Troubleshooting and maintaining complex analytical equipment. Ability to work safely within a chemical laboratory environment as evidenced by recent work history.

DESIRED SKAs: Willingness and ability to learn multiple instrumental techniques. Experience in operating HP Chemstation software, familiarity with common LIMS features, knowledge of PC based word processing and spreadsheets, and experience in interpreting IR spectroscopy data.

Knowledgeable of industrial hygiene practices and associated analytical methods.

Education:

Bachelors degree in chemistry or related field.

PROJECT SCHEDULER  
ADMINISTRATIVE STAFF MEMBER I

Description:

Develop and maintain a tracking database for items to be analyzed/evaluated as part of the R&D materials and surveillance (MIS) program. Update the tracking system database on periodically, and file experimental results for this project. Compile, edit, format, and issue item reports. Compile, edit, and issue lead Laboratory quarterly progress reports for internal and external (DOE) reporting. Ensure the quality and accuracy of information provided in all reports. Provide writing and editing support for the project leader, Principal Investigators, and others, as identified. Assist with the development of new procedures as required. Must work closely and effectively with the MIS Project Leader to perform activities related to planning, resource estimating, scheduling, system maintenance, baseline development and maintenance, performance reporting and analysis, as well as work package development. Provide support for other special projects, as necessary and provide backup to others on the team. Assemble materials characterization data packages and perform image analysis on structures as requested by the customer. Perform other related tasks, as required.

Qualifications:

REQUIRED SKAs: Extensive knowledge and experience in applying theories, principles, and techniques of project management to projects, including baseline development, system maintenance and change control. Demonstrated computer literacy, including the use of project management and other software (i.e., Primavera Sure Trak Project Manager, MS Word, MS Excel, Photoshop). Strong organization skills, as evidenced by the flexibility to work on multiple tasks simultaneously. Proven ability to work in a team environment with minimal supervision. Demonstrated excellent oral and written communication skill. Demonstrated ability to interact with various managers and independently respond to special requests.

DESIRED SKAs: Knowledge and experience with image analysis programs. Active Q Clearance required, also subject to Personnel Security Assurance Program (PSAP). Candidates who are invited for interview will be subject to a pre-employment screening check, medical examination and drug test, and must consent to be in the program at the time of the interview.

Education:

Bachelor of Science or Art Degree with emphasis in technical writing, or a combination of education and experience.

MECHANICAL ENGINEER  
TSM

Description:

The selected candidate will work as a design engineer on a variety of engineering projects. The project variety may include design and analysis of accelerator components, vacuum equipment, precision mechanical equipment and other state-of-the art hardware. Designs are both static and dynamic. The selected candidate will apply general-purpose analysis codes for structural and thermal engineering problems using FEM. Responsibilities may include project estimation engineering analysis and application of fabrication techniques. CAD knowledge will complement the task assignments.

Qualifications:

REQUIRED SKAs: Experience as a mechanical engineer including a wide range of tasks such as structural and thermal analysis, design, fabrication, and testing of hardware made of a variety of materials. This job requires knowledge in design and manufacturing techniques in metals fabrication and precision components.

DESIRED SKAs: Cosmos/M capabilities and either Unigraphics or Pro-Engineering software background.

Education:

Bachelors degree in Mechanical Engineering or Aero/Astro Engineering or related field.

**OTHER DOCUMENTS**

APPENDIX II

ENCLOSURE 3

Resume Cover Letter

OTHER DOCUMENTS  
APPENDIX II  
ENCLOSURE 3  
RESUME COVER LETTER

Contractor: Contract #

Date: CPS Rep: Number:

Updated Resume? (Y/N) Salary Change? (Y/N)

Name: Z#:

Address: Phone: ( )

City: County of Residence: State: Zip:

Education: HS Graduate? (Y/N)

Year: Degree: Major: School:

Year: Degree: Major: School:

Year: Degree: Major: School:

Year: Degree: Major: School:

SS#: DOB: Race: Gender:

(M/F)

Citizenship? (Y/N) Permanent Resident Alien? (Y/N)

Clearance: (Q/L/None) Active: (Y/N) Company:

Has candidate had a security clearance denied, suspended, or revoked? (Y/N)

Has candidate worked at LANL previously? (Y/N):

If yes, date from: To:

Group & Supervisor:

Summary of relevant experience/comments:

S/T Labor Rate: \$ S/T Billing Rate: \$

O/T Bill Rate: \$ Submitted By: